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7 *Attorneys for Defendant,*  
*State Farm Mutual Automobile Ins. Co.*

8  
9 **UNITED STATES DISTRICT COURT**  
10 **DISTRICT OF NEVADA**

11 AMOREE ANGULO, an individual,  
12  
13 Plaintiff,

14 vs.

15 STATE FARM MUTUAL AUTOMOBILE  
INSURANCE COMPANY, a foreign corporation;  
DOES I through XV, and ROE Corporations I  
16 through X, inclusive,

17 Defendants.

CASE NO.: 2:19-cv-01398-JCM-NJK

**STIPULATION AND ORDER FOR  
REMAND, DISMISSAL OF EXTRA-  
CONTRACTUAL CLAIMS WITH  
PREJUDICE, AND CAP ON DAMAGES  
AT THE \$50,000 AMOUNT OF THE UIM  
COVERAGE LIMIT**

18 This Stipulation and Order for Remand, Dismissal of Extra-Contractual Claims With Prejudice,  
19 And Cap on Damages at the \$50,000 Amount of the UIM Coverage Limit (hereinafter “Agreement”) is  
20 entered into by Plaintiff, Amoree Angulo, (“Plaintiff”), and Defendant, State Mutual Automobile  
21 Insurance Company (“State Farm”), (collectively referred to as the “Parties”), as an alternative method  
22 of resolving a dispute that has allegedly arisen from an October 6, 2017, automobile accident and  
23 subsequent claims handling, which culminated in a lawsuit styled *Amoree Angulo v. State Farm Mutual*  
24 *Automobile Insurance Company, et al*, currently pending in the United States District Court, District of  
25 Nevada, Case No. 2:19-cv-01398-JCM-NJK. Plaintiff is represented by the Law Office of Gina Corena,  
26 and specifically, Danielle C. Miller, Esq. State Farm is represented by Hall Jaffe & Clayton, LLP, and  
27 specifically, Riley A. Clayton, Esq.  
28

1 The following terms and conditions of this Agreement will become effective upon the signature  
2 by the Parties and the execution and filing of the same by this Court.

3 1. State Farm issued a policy of automobile insurance, which provides, among other  
4 coverages to Amoree Angulo, underinsured motorist (“UIM”) coverage of up to \$50,000 “each person,”  
5 subject to all terms, conditions, limitations of the policy and any applicable offsets.

6 2. In an effort to resolve all disputes and controversies between the Parties arising out of and  
7 relating to the subject automobile accident and subsequent claims handling and decision-making, the  
8 Parties have agreed to remand this case from federal court to state court; dismiss any/all extra-  
9 contractual claims (e.g., breach of the implied covenant of good faith and fair dealing, violations of  
10 Nevada’s Unfair Claims Practices Act, consequential damages, expectation damages, punitive damages,  
11 etc.); cap all damages and exposure related to State Farm at \$50,000.00, which is the limit of UIM  
12 coverage potentially available to Plaintiff, after all applicable offsets; and allow the case to proceed  
13 through Nevada’s court annexed arbitration program.

14 3. The Parties agree and understand that after any arbitration award or decision is rendered,  
15 the Parties have reserved their rights to appeal the award or decision by timely filing for a trial de novo,  
16 and having the matter resolved under Nevada’s “short jury trial” program, although the extra-contractual  
17 claims will remain dismissed, and damages will still remain capped at \$50,000.00.

18 4. Because the amount in controversy is capped at \$50,000.00, there no longer exists any  
19 amount in controversy sufficient for this Court to exercise jurisdiction over the case and, as such, the  
20 case will be remanded to the Eighth Judicial District Court, District of Nevada, Case No. A-19-797741-  
21 C, Dept. 13. Once the case has been remanded, the Parties will coordinate with each other to have the  
22 matter placed in the Court Annexed Arbitration Program at the earliest point possible.

23 5. Plaintiff, through this Agreement, agrees to dismiss with prejudice any and all claims,  
24 which are pled or could have been pled against State Farm as it relates to its claims handling and  
25 decision-making, including any/all claims seeking extra-contractual recovery. In other words, **the only**  
26 **claim** that survives this Agreement involves Plaintiff’s legal entitlement, if any, to the remaining UIM  
27 contractual proceeds available under the policy.

1           6.       No attorneys fees or costs shall be awarded with respect to the removal of this case to  
2 federal court and the subsequent remand.

3           7.       This Agreement is binding on the Parties, their heirs, executors, administrators, personal  
4 representatives, legal representatives, and other such persons or entities.

5       DATED this \_\_\_\_ day of August, 2019.

          DATED this \_\_\_\_ day of August, 2019.

6       HALL JAFFE & CLAYTON, LLP

          LAW OFFICE OF GINA M. CORENA

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8       By /s/Riley A. Clayton

          By /s/Danielle C. Miller

9       RILEY A. CLAYTON

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13      Attorneys for Defendant, State Farm Mutual  
14      Automobile Ins. Co.

          Attorneys for Plaintiff

15                               **ORDER**

16                               IT IS SO ORDERED.

17                               Dated August 29, 2019.

18                                 
19                               UNITED STATES DISTRICT COURT JUDGE